

**SPECIFICATIONS FOR  
GARBAGE and RECYCLING COLLECTION CONTRACT  
HARRINGTON, DELAWARE**

**I. SCOPE OF PROJECT**

The City of Harrington is seeking proposals from qualified vendors for the weekly collection of household garbage and bi-weekly collection of recyclables. The City currently has 1,170 customers in the Garbage and Recycling Collection Services Program requiring two 96 gallon containers. The contract term is proposed to run from July 1, 2017 through June 30, 2018 with two additional one-year extensions contingent upon a satisfactory annual service review by the City. As a second option the contractor may submit a bid pricing for a three year contract. However, all bids will be evaluated on the first option. The City is requesting bid pricing for the following options:

Option A – Weekly collection of garbage with a 96 gallon container provided by contractor

Option B – Bi-weekly collection of recyclables with a 96 gallon container provided by contractor

The City of Harrington is requesting that City Hall, the Food Pantry, the Police Station, the Library, and any other city facility requiring 96 gallon container service of trash collection and recycling to receive this weekly and bi-weekly service at no additional charge.

The City of Harrington is also requesting proposals for on-call 30 yard roll-off containers, weekly pick-up of a 4 yard front-load container, and weekly pick-up of a 2 yard front-load container. The fee for the 30 yard roll-off container should include delivery of the container and the service of hauling to the landfill for disposal. Landfill tipping fees will be extra. The fee for the 4 and 2 yard front-load containers should include weekly pick-up service.

**II. GENERAL CONDITIONS**

**A. DEFINITIONS**

Whenever used in the bid and contract documents, the following terms have the meanings indicated which shall be applicable to both the singular and plural thereof:

**BID** shall mean the offer of proposal of the bidder submitted on the prescribed form setting forth the price for the work to be performed.

**BIDDER** shall mean any person, firm, or corporation submitting a bid for the work.

**BONDS** shall mean the Performance and Payment Bonds, and other instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.

**CONTRACT PRICE** shall mean the total monies payable to the Contractor under the terms and conditions of the contract documents.

**CONTRACTOR** shall mean the person, firm, or corporation with whom the City has executed the contract documents.

**REFUSE, RUBBISH, OR GARBAGE** shall mean and include no putrescible non-liquid waste or household trash, and shall not include any hazardous materials, tree and shrub stumps, yard waste, large household objects, such as furniture and appliances, bricks, concrete, dirt, sand, gravel, or remodeling materials.

**RECYCLABLES or RECYCLING** shall refer to materials such as cardboard, glass bottles, cans, plastic, and paper.

**SUBSCRIBER** shall mean any person, firm, or corporation located within the city limits of Harrington who subscribes to the garbage and recycling collection service of the City.

**CITY** shall mean the City of Harrington.

**WRITTEN NOTICE** shall mean any notice to any party of the contract relative to any part of the contract documents in writing and the service thereof completed and considered delivered by certified mail to the responding party at their last given address.

## **B. COLLECTIONS**

1. Contractor shall provide service of collection and disposal of refuse, rubbish, garbage, and recyclables for each subscriber to the garbage collection service of the City.
2. Contractor shall provide one 96 gallon container for refuse, rubbish, and garbage and one 96 gallon container for recyclables per subscriber.
3. Contractor shall provide collection of refuse, rubbish, garbage, and recyclables at the curb, the end of the driveway, or a designated location.
4. All refuse, rubbish, garbage, and recyclables, excluding yard waste, collected within the City shall be disposed of by the Contractor at a landfill operated by the Delaware Solid Waste Authority.

5. The cost of the disposal shall be included in the bid.
6. Collections of refuse, rubbish, garbage, and recyclables with Contractor shall not be an exclusive contract for the collection of refuse, rubbish, garbage, and recyclables within the City since some commercial property owners may elect to subscribe with other service providers.
7. All work performed by the Contractor, any subcontractor, or any of their respective agents, servants, or employees shall comply with all health and safety regulations promulgated by any agency having jurisdiction over the same. All complaints shall be handled in a courteous and prompt manner. All agents need the ability to communicate using the English language and wear the appropriate uniform representing contractor.

#### **C. PERMITS**

All permits and licenses necessary to fulfill the contract shall be secured and paid for by the Contractor.

#### **D. PROTECTION OF PROPERTY AND PERSONS**

1. Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the collection of refuse, rubbish, garbage, and recyclables. The Contractor will take all necessary precautions for safety of and will provide for the necessary protection to prevent damage, injury, or loss to all employees employed by them and all other persons who may be affected thereby and other property including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
2. Contractor will remedy all damage, injury, or loss to any property causes, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable.
3. In emergencies affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss. The Contractor will give the City prompt written notice of any damages, injury, or loss.

#### **E. COLLECTION TIMES**

1. Frequency of collection shall be once each week for each subscriber for regular household garbage collection and bi-weekly for recyclables. The service for collection of household garbage and recyclables must occur on the same days.
2. Service is to be on an established route. Collection shall not begin before six o'clock (6:00 a.m.) in the morning.

3. Contractor shall maintain to the best of their ability a properly scheduled pick-up service satisfactory to the City.
4. Collections shall never be postponed longer than one (1) working day following the regular day of collection except in case of dire emergency authorized by the City.
5. No trash shall be collected on holidays observed by the Contractor. Collection shall resume on the following day with all collections being completed by the Saturday following the holiday. Notice in writing shall be given to the City of the holidays observed by the Contractor one (1) year in advance.

#### **F. COLLECTION CONDITIONS**

1. Collection of refuse and recyclables shall be at the curb, end of the driveway, or at a location previously designated by the City.
2. Quantity of refuse, rubbish, and garbage shall not exceed 96 gallons per week.
3. Collection containers:
  - a. Containers should comply with current City Code §305-8 Solid Waste:

*Participation in the solid waste collection program is mandatory, unless exempt. Those permitted an exemption from the mandatory collection program are those uses that provide a dumpster for collection with the following uses: vacant lots with no structures, commercial, industrial, institutional, multifamily apartments and other similar uses. The owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, shall adhere to the following rules with regard to refuse, rubbish, trash or other waste materials:*

- A. *All garbage shall be placed in a container with lids securely affixed. Each container shall not exceed 35 pounds in weight. The containers and/or total amount of garbage collected shall not exceed 96 gallons per week.*
- B. *All garbage, trash or rubbish containers shall be placed for collection along the curb and/or at a designated location not sooner than 3:00 p.m. of the day preceding the day that the same is normally collected by the collector and not later than 6:00 a.m. of the normal day of collection.*
- C. *All garbage, trash, or rubbish containers shall be removed from the collection area and returned to a point to the side or rear of the structure by 11:59 p.m. the day the container has been emptied by the collector and in such a manner as to prevent the creation of a nuisance or a health hazard. The garbage, trash, or rubbish containers must not be visible from the street and may be placed to the rear of the structure or to the side of the structure if hidden from view by screening consisting of fencing or landscaping that conforms to the zoning requirements of the property. The height of the screening may not be less than that of the garbage, trash, or rubbish containers. Any exceptions to this section must be approved by the City Manager.*

*D. Permitted refuse in containers. The following refuse may be placed in the container:*

- (1) Paper, cans, and other normal household trash.*
- (2) Normal garbage.*
- (3) Cardboard boxes that have been flattened to save space.*

*E. Prohibited refuse in containers. The following refuse may not be placed in containers:*

- (1) Large limbs and stumps.*
- (2) Rocks, bricks and tires.*
- (3) Hot ashes.*
- (4) Flammable items; paint; automobile batteries.*
- (5) Chemicals.*
- (6) Corrosive solvents.*
- (7) Construction, demolition or remodeling debris.*
- (8) Concrete, dirt or plaster.*
- (9) Appliances or furniture which does not allow the container lid to close.*
- (10) Any items of any nature whatsoever that do not allow the container lid to close.*
- (11) Any yard waste (grass, leaves, small hedge/brush trimmings, tree limbs, etc.).*

*F. All garbage shall be wrapped in paper or plastic bags and placed inside the container. The plastic or paper bags shall be constructed of material and in a manner sufficiently adequate in strength and weight to keep the contents from rupturing such bags. All bags shall be secured at the top to prevent spillage.*

*G. Under no circumstances shall the City of Harrington be obligated to perform collections which violate any of the terms of this article. Upon persistent violation of the terms of the article by any property owner or occupier, the City may refuse to perform further collections.*

*H. A fee established by the City Council shall be paid in advance to the City for the solid waste collection services as stated in the Code of the City of Harrington, § 180-1, Fees established. This fee covers the cost of a weekly solid waste collection not to exceed 96 gallons per service.*

*I. In case of dispute over whether any items shall be collected by the City of Harrington pursuant to this article, all decisions of the city manager or his/her designee shall be final.*

J. *No solid waste, trash, brush, or any other material shall be placed in the street or on the sidewalk in such a manner as to obstruct or interfere with vehicular or pedestrian traffic. No solid waste of any description shall be disposed of within the limits of the City in any manner other than prescribed herein. Deposit of solid waste upon any land, alley, street, public place, vacant lot, watercourse, ditch, or any other method of disposal not in accordance with this article shall be a violation as prescribed in § 305-13.*

- b. Contractor shall exercise reasonable caution on the handling of containers to avoid damage to them and shall return empty containers to the point of collection. Refuse, rubbish, garbage, or recyclables spilled by the Contractor shall be immediately picked up or swept up by the Contractor. Containers that have been substantially damaged through the fault of the Contractor shall be replaced by the Contractor with the containers of like kind and quality as those damaged.

### **G. COLLECTION VEHICLES**

- 1. Contractor shall use enclosed, **leak proof**, packer-type truck bodies.
- 2. Each vehicle shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

### **H. CONTRACT**

The selected Contractor will be required to enter into a contract with the City for the service to be provided. The contract shall be executed prior to the start of the service delivery.

### **III. CONTRACT AWARD**

The City Council will consider the bids and base their decision on the pricing of service, pricing of containers, if applicable, and the ability of the Contractor to provide an appropriate level of the service to the City.

Any bid submitted must conform to all of the conditions of the bid package. The City reserves the right to reject any and all bids and to waive minor informalities. The City reserves the right to reject the bid of any bidder who is not, in the opinion of the City, in a position to perform the contract.

### **IV. REJECTION OF BIDS**

The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof; to make no award and/or to issue a new invitation to bid; or make modifications, corrections, or additions to the information contained herein.